



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE

REFER TO FILE: **AV-0**

August 22, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 67956 BETWEEN  
THE COUNTY OF LOS ANGELES AND FLEET AVIATION SERVICES  
AND TRAINING, INC., TO PROVIDE FLIGHT TRAINING AND AIRCRAFT  
MAINTENANCE SERVICES AT EL MONTE AIRPORT, CITY OF EL MONTE  
SUPERVISORIAL DISTRICT 1  
4 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this lease amendment is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign the enclosed Amendment No. 1 to Lease Agreement No. 67956 between the County of Los Angeles and Fleet Aviation Services and Training, Inc., to add a third 5-year option to the original lease term with a termination date of December 31, 2014, for a flight training and aircraft maintenance service operation at El Monte Airport, City of El Monte.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

We are recommending that your Board approve and instruct the Chairman to sign Amendment No. 1 to Lease Agreement No. 67956 between the County of Los Angeles and Fleet Aviation Services and Training, Inc., to add a third 5-year option to the original lease term with a termination date of December 31, 2014, for a flight training and aircraft

maintenance service operation at El Monte Airport, City of El Monte. We are also recommending that your Board find that this amendment is exempt from the provisions of CEQA.

On January 3, 1995, your Board approved Lease Agreement No. 67956 between the County of Los Angeles and Fleet Aviation Services and Training, Inc., to provide flight training and aircraft maintenance services for a term of five years with two 5-year options and a termination date of December 31, 2009. The lessee has requested that a third 5-year option be added to the original lease term to provide lessee with a more stable business environment and to facilitate lessee's ability to obtain financing to enhance its business development. Therefore, an amendment to the lease is required.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the Strategic Plan Goal of Service Excellence as approving this lease amendment will provide continuous quality airport services for airport users at El Monte Airport.

#### **FISCAL IMPACT/FINANCING**

Our management contractor, American Airports Corporation (AAC), will collect the revenues. As provided for in our Airport Management Contract Agreement, AAC will continue to distribute 42 percent of the lease payments into the Aviation Enterprise Fund.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This lease amendment has been reviewed from a legal standpoint and approved as to form by County Counsel.

This lease amendment is authorized by Government Code § 25536.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed lease amendment is a categorically exempt project, as specified in Class 4(j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

The Honorable Board of Supervisors  
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### **CONTRACTING PROCESS**

It is not applicable for this amendment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services by this action.

### **CONCLUSION**

The original and three (3) copies of the lease amendment, executed by Fleet Aviation Services and Training, Inc., are enclosed.

1. Please have the Chairman sign the original and all copies, and return three (3) fully executed, original signature/stamped copies to the Aviation Division.
2. It is further requested that conformed copies of the amendment be distributed to:
  - a. County Counsel
  - b. Auditor-Controller, General Claims Division
  - c. Assessor, Possessory Interest Division

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

TAG:h  
Amend#1\_FAST/B-2

Enc.

cc: Chief Administrative Office  
County Counsel

**AMENDMENT NO. 1 TO LEASE NO. 67956  
TO PROVIDE A FIXED BASE OPERATION**

**AT**

**EL MONTE AIRPORT, EL MONTE, CALIFORNIA**

THIS AMENDMENT NO. 1 TO LEASE NO. 67956 for a fixed base operation is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2002,

BY AND BETWEEN

**COUNTY OF LOS ANGELES**, a body corporate and politic (hereinafter referred to as "County"),

AND

**FLEET AVIATION SERVICES AND TRAINING, INC.**, (hereinafter referred to as "Lessee"),

**WITNESSETH:**

WHEREAS, County and Lessee entered into Lease Agreement No. 67956 on January 3, 1995, for an operation of a fixed base operation on approximately 2.32 acres of land as shown on Exhibit "A", at El Monte Airport, El Monte, California; and

WHEREAS, Lease Agreement No. 67956 has a term of five (5) years and two five-year options with a termination date of December 31, 2009; and

WHEREAS, to provide Lessee with a more stable business environment and to facilitate Lessee's ability to obtain financing to enhance its business development, the parties wish to extend the term of Lease No. 67956 by adding a third five-year option period.

NOW, THEREFORE, in consideration of the payment of rental and performance of the terms, covenants, and conditions hereinafter contained, to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Section 4 RIGHT OF OPTION on Page 3 of original Lease Agreement No. 67956 shall be amended to provide that at the end of the second five-year option period, in the event that Lessee complies with all of the terms and conditions of the lease, Lessee shall have the right to renew for a third five-year period under the same terms and conditions, except for the rental rate.

It is mutually understood and agreed that all other terms and conditions of the original Lease Agreement No. 67956 shall remain in full force and effect, except as herein expressly modified.

AMEND#1TOLEASE67956/EMT

IN WITNESS WHEREOF, the Lessee has executed this Amendment No 1 to Lease No. 67956, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No 1 to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof the day, month, and year first above written.

LESSEE:

**FLEET AVIATION SERVICES AND  
TRAINING, INC.**

BY: \_\_\_\_\_  
Linda B. Frank, President

**COUNTY OF LOS ANGELES**

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer-Clerk of the  
Board of Supervisors

BY: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

BY: \_\_\_\_\_  
Deputy